

Thomas E. Willoughby (TW 4452)  
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**07 CV 6141**  
**Judge Pauley**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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TOTEM STEEL INTERNATIONAL INC.,

Index No.

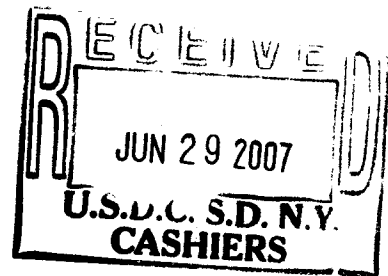
Plaintiff,

- against -

**COMPLAINT**

M/V "INDOTRANS CELEBES"  
(now "INDOTRANS PACIFIC"), her engines, tackle,  
boiler, etc., *in rem*, THE CHINA NAVIGATION CO.  
LTD. and INDOTRANS, *in personam*,

Defendants.  
-----X



The plaintiff herein, by its attorneys, Hill Rivkins & Hayden LLP, complaining of  
the above named vessel and defendants, alleges upon information and belief:

**FIRST:** This Court has jurisdiction pursuant to 28 U.S.C. 1331(a) in that  
this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal  
Rules of Civil Procedure.

**SECOND:** At and during all times hereinafter mentioned, plaintiff had and  
now has the legal status and principal office and place of business stated in Schedule A  
hereto annexed and by this reference made a part hereof.

**THIRD:** At and during all the times hereinafter mentioned, defendants had  
and now have the legal status and offices and places of business stated in Schedule A,  
and were and now are engaged in business as common carriers of merchandise by water  
for hire, and owned, operated, managed, chartered and controlled the above named vessel

which now is or will be within the jurisdiction of this Court during the pendency of this action.

FOURTH: On or about the dates and at the ports of shipment stated in Schedule A, there were delivered to the vessel and defendants in good order and condition the shipments described in Schedule A, which the said vessel and defendants received, accepted and agreed to transport for certain consideration to the ports of destination stated in Schedule A.

FIFTH: Thereafter, the said vessel arrived at the port of destination described in Schedule A and the cargo not delivered in the same good order and condition in which it was received.

SIXTH: Defendants, by reason of the premises, breached their duties to the plaintiff as common carriers by water for hire and were otherwise at fault.

SEVENTH: Plaintiff was the shipper, consignee or owner or otherwise had a proprietary interest of and in the cargoes as described in Schedule A, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: Plaintiff has duly performed all duties and obligations on its part to be performed.

NINTH: By reason of the premises, plaintiff has sustained damages nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$150,000.00

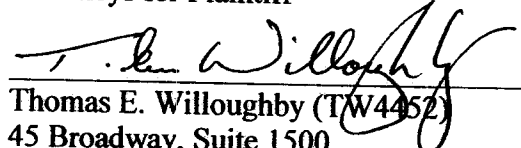
**W H E R E F O R E,** plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against defendants.
2. That if defendants cannot be found within this District, that all of their property within this District, as shall be described in the affidavit, be attached in the sum set forth in this complaint, with interest and costs.
3. That a decree may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs.
4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessels.
5. Plaintiff further prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York  
June 28, 2007

HILL RIVKINS & HAYDEN LLP  
Attorneys for Plaintiff

By:

  
Thomas E. Willoughby (TW4452)  
45 Broadway, Suite 1500  
New York, New York 10006-3739  
(212) 669-0600

**SCHEDULE A**

Plaintiff's legal status and place of business:

Totem Steel International Inc. is a corporation organized under the laws of one of the states of the United States with a principal place of business at 419 SW Eleventh Avenue, Suite 300, Portland, Oregon 97205.

Defendants' legal status and place of business:

The China Navigation Co. Ltd. is a corporation with an office at Swire House, 59 Buckingham Gate, London SW15 6AJ, England.

Indotrans is a corporation with an office in care of The China Navigation Co. Ltd., Swire House, 59 Buckingham Gate, London SW15 6AJ, England.

Date of Shipment:	June 26, 2006
Port of Loading:	Tanjung Priok, Jakarta
Port of Discharge:	New Orleans
Shipper:	PT Essar Indonesia
Consignee:	To Order Fortis Capital Corp.
Notify:	Totem Steel International
Description of Shipment:	753 Steel Coils
Nature of Loss or Damage:	Physical damage/Wetting/Non-delivery
Bills of lading	INDOC22JKTMSY803-812

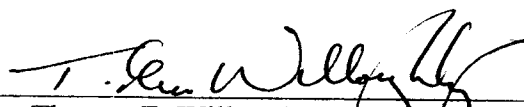
STATE OF NEW YORK     )  
                                      : SS:  
COUNTY OF NEW YORK    )

Thomas E. Willoughby, duly sworn, deposes and says:

He is an attorney and partner with the firm of Hill Rivkins & Hayden LLP, attorneys for plaintiff herein; he has read the foregoing complaint and knows the contents thereof; and that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, he believes it to be true.

The reason this verification is made by deponent and not by plaintiff is that plaintiff is a corporation, none of whose officers is now within this district.

The sources of deponent's information and the grounds for his belief as to those matters stated in the complaint to be alleged on information and belief are documents and records in his files.

  
\_\_\_\_\_  
Thomas E. Willoughby (TW4452)

Sworn to before me this  
28 day of June 2007

  
\_\_\_\_\_  
Notary Public

ROBERT BLUM  
Notary Public, State Of New York  
No.01BL4914091  
Qualified In Kings County  
Certificate Filed In New York County  
Commission Expires December 7, 2011